(LXIId YEAR.) THE (No. 2086.)

MARYLAND GAZETTE.

THURSDAY, JANUARY 4, 1787.

To DANIEL of ST. THO. JENIFER, Esquire.

SIR,

THE contempt in which all masked and disguised characters are justly held by the discerning part of mankind, will ever deter me from attempting a line of conduct in which you have long been unrivalled, and yet remain so eminently distinguished, and for which I could expect to be countenanced and caressed by none but such hypocrites as yourself. The cause which I have undertaken requires no disguise. Nor have I, in defence of it, had recourse to the misrepresentation, calumny and evasion, with which your performances are so abundantly replete, and with which you have not *scrupled* to charge your adversary. But the artifice of consulting your own breast for a character of treachery and deception, and ridiculously attempting to give it to the public for mine, will not secure you from the censure of the public, nor pass for proof against the integrity of my character. And although *your real character* has long been very well known, a few additional proofs and illustrations, which will fix it beyond the possibility of a doubt, may not be thought undeserving the notice of the public. Whoever will attentively consider your different publications cannot fail to discover your disposition to misrepresent and deceive, though your talents and artifice are not such as always to ensure success. Yet it must be allowed that some of your falsehoods and misrepresentations are so artfully disguised, and have so much the appearance of truth, that it is difficult to avoid deception. But let us not be deceived by appearances. My countrymen, I trust, have too much honesty and understanding to mistake the *venom of the shaft* for the vigour of the bow.

Your remarks on what you are pleased to call my *exordium* are *too excellent* to escape observation. In answer to my charge against you for *misrepresenting* public transactions in a private letter, by which, as it was *not meant to be published*, you certainly intended to give a *secret stab* to private character and reputation; you observe that "to speak or write *truly* in private or public manner respecting public transactions, has generally been thought not only allowable but the right of every free citizen," and then draw a conclusion that, according to my *refined ideas of propriety*, it is ungentlemanly and dishonourable to write a letter to a correspondent upon public transactions, because the press is open. Where did you find this ridiculous nonsense? To write *truly*, and to be guilty of a wilful breach of veracity, are very different things. This pitiful evasion, this mean subterfuge, is truly characteristic of its author. You have drawn another conclusion equally unwarranted and ridiculous, and which could have occurred to no man, unless he entertained an opinion that a public officer could have no *private reputation*. As this might exactly have suited your own case, it accounts why the thought so readily struck you.

Notwithstanding I have a sovereign contempt for your character, I esteem it a duty to observe a strict regard to truth. I am not conscious of an intentional deviation from it, either in the defence of the conduct of the commissioners, or in the remarks I have made respecting your conduct. If I had wilfully misrepresented or suppressed any circumstances necessary to enable the public to form a just judgment upon the subjects of inquiry, I should have been as justly chargeable with a want of candour as you are with a total destitution of every principle of honour and integrity.

As to your *motives* for vacating the sale of Nanticoke manor *without cause*, the public will judge of them. I shall ever believe that your desire to cast an odium on the conduct of the commissioners had some weight in your determination. If you had possessed candour to adhere to your former declaration, "that finding some of the purchasers were deceived, you thought it adviseable to direct a resale of the whole, as it might probably sell for more than at the first sale, and the state therefore could not be a loser," the public could only have charged you with an error in judgment. But you have now precluded every favourable construction that men charitably disposed might have been induced to give to your conduct. Whatever might have been your opinion previous to the discussion of this subject before the executive, you must have been then convinced that in directing a resale you were wrong, and that the procedure was unjustifiable.. You plainly saw that those who were sworn were mistaken as to facts, their testimony being contradicted by the written evidence produced—the original sale, and the different plots of the manor. Without these papers, or extracts of their substance, it is impossible that a proper opinion can be formed; and yet you have meanly skulked behind the shelter of those depositions which were taken upwards of three years after the transaction, and which you knew to be contrary to fact, and persist in perversely contending that the claim of commission is unjust! Why did you not publish the description given to the different lots on the day of sale, and the circumstances attending each of them? With what countenance can you address the public after attempting to impose such gross falsehood and deception upon them? What claim or pretension have you to the character of a man of candour or integrity after thus endeavouring by a *juggle* to mislead and deceive the public? What further proof of your duplicity and prostitution can be required? You have called for the written evidence in my possession: I have none. The original documents before mentioned, were the papers I referred to. The sale is lodged in the auditor's office, and the plots in the land-office.

I will now proceed to examine the several depositions upon which this sale was declared void. They were published in this gazette of the 30th of November last By comparing them with the description of the lots sold, extracted from the papers before mentioned, a judgment may be formed of the claim to commission, and of the propriety of your conduct. Lot No. 5, was defined and circumscribed on the plot, and it appears from the original sale and the plot by which the commissioners were governed when they made the sale, that it was to contain a part of a tenement held by Smith's heirs, and a small part of a lot in possession of Miss Wheeland; and the supposed quantity of lot No. 5, was four hundred and eighty acres. The sale of this lot was vacated by you on the deposition of Mr. Stanford, who deposed, "that when the commissioners of confiscated British property made sale of Nanticoke manor, lot No. 5, was declared to contain the plantation where William Smith formerly lived, and further, that when said land was laid down by the surveyor great part of the aforesaid plantation was taken away by lot No. 4." Here the reader must observe, that according to the sale a *part* only of the tenement occupied by Smith's heirs was to be included in this lot; according to the deposition the *whole* was declared to be sold, and upon this evidence the sale was *in part* set aside. I take for granted that Mr. Stanford has sworn to circumstances according to the best of his recollection; but as a trustee of the public it was your duty to have sought for evidence on behalf of the state, and not to have *precipitated a decision* on the evidence offered by the party only If you had examined the sale and plot in your possession, you would have discovered that Mr. Stanford was mistaken; and as the sale was made and signed by him, on comparing those papers together, and upon a more particular recollection, he would have been perfectly satisfied that his memory had deceived him, and his deposition might have been corrected accordingly. If Mr. Stanford had not been mistaken, still the sale ought not to have been vacated *in part only* for reasons which are unanswerable. You have asked, "who is the man that did not choose to have his purchase vacated, and still holds the property bought notwithstanding a resale was ordered? What witness has sworn to facts which it was impossible for him to know were true? What purchase, except Mr. Hollyday's, (whose case was ultimately left to my decision, and which was not determined agreeable to terms held out to him in your letter) retained the most valuable part of the property bought, and was permitted to relinquish the least valuable?" If you had examined the sale book of the commissioners in your possession, and compared the different sales with your direction to the commissioners to resel the whole manor except in four instances, these questions would have been unnecessary. But you are *wonderfully ignorant* when it *suits your purpose*. I will proceed to inform you. *Dr. Wheeland* purchased lot No. 5, and soon after the sale, sold parts of it to another person. The doctor chose to retain the part in his possession; the other parts were directed to be resold. If the purchaser had really been deceived, the whole ought to have been relinquished, and not a particular part, for the reasons before given. But the fact was otherwise. The lot when laid off corresponded with the description of it when sold, as it was declared to contain only *a part* of the lot held by Smith's heirs, and not the whole, and the *remainder* was sold with lot No. 4, and was included in it, as appears by Mr. Stanford's deposition.

Lot No. 6, was circumscribed on the plot, and it appears from the original sale and the plot used by the commissioners that it contained the tenement then in possession of Roger M'Callister; the probable quantity of this lot was three hundred and eighty acres, about one hundred and eighty of which, *as specified on the sale*, were supposed to be marsh. The sale of this lot was vacated upon the deposition of Mr. Stanford, who deposed, "that when the commissioners for confiscated British property made sale of Nanticoke manor, lot No. 6 was declared to contain 380 acres, and only 80 acres thereof marsh, and further when the said land was laid down by the surveyor it only contained 324 acres, and fully one half thereof marsh, and not more that 35 acres of woodland." Hence it appears very clearly that Mr. Stanford was mistaken in the quantity of marsh sold with the lot, and the reader will observe that *no particular description* was given of it, nor was any necessary. This lot was within a mile or two of the town of Vienna, and was as well known by those who were bidders for it at the time of sale as it is at this time by the owner of it. It comprehended a small tenement, which had been for a long time occupied and possessed under lease, and the commissioners added the marsh which could not conveniently be attached to any other lot, and was purchased by the man who lived on it You charge me with a want of candour in suppressing facts, which it was by no means necessary to mention. The propriety of vacating the sale did not depend on the improvements which the purchaser had made on the land, nor upon the compensation which he was to make for the use of it The deception as to *soil, situation and improvements*, ought to have been the object of your inquiry. The situation, soil, and improvements of this lot were exactly correspondent to the intention of the sellers and the idea of the purchaser. You have misstated my argument on the subject, and furnished me with a *reply* too contemptible and despicable for any man not equally shameless with yourself. If the *original purchaser* was conscious that there was no deception, the *pretence* ought not to have been set up by the man who was so well pleased with it, as to give a considerable premium for the purchase.

The sale of lot No. 8 was vacated upon the deposition of Levin Bestpitch, who deposed, "that when the commissioners for confiscated British property made sale of Nanticoke manor, lot No 8 was declared to contain only 250 acres of land, said to take in the land where John Pike formerly lived; that when said land was laid off by the surveyor, it contained three hundred and forty-three and one quarter of an acre; that the plantation where John Pike lived was entirely left out but about two acres, and nearly the whole of the land lay in deep swamps, and very little of the whole cultivated." The least attention to the description of the lot on the sale, would have convinced you that Mr. Bestpitch was mistaken. It appears by the sale that it was not declared to contain *only* 250 acres, and also that it was *not* to take in the land where John Pike formerly lived, but only a *small part* of that tenement, and even as to *that part* the *probable* quantity only was mentioned. Whether Mr. Bestpitch saw an actual survey of the tenement where J. Pike lived, or whether he only guessed at the quantity actually comprehended in this lot, I know not, but this is certain, that that tenement was under an incumbrance, so that it is more than probable that if there had been a total exclusion, it would have been advantageous to the purchaser. That the greater part of it lay in deep swamps and was uncultivated, was as well known at the sale as it is at this hour; for the timber in the swamps and the wood on the lot were confessedly at the time of the sale, the principal inducements to the purchaser to make the purchase. Mr. Stanford, who was the purchaser at the *first* sale, or at least concerned in it, candidly acknowledged at the *second* that he should not have applied to be released from his purchase, had it not been from the persuation of others, and that he thought it probable that it might have been purchased at the *second* sale for a less price than at the *first*.

The purchaser of lot No. 9 was released on the deposition of Mr. Stanford, who deposed, "that lot No. 9 was declared to contain the plantation where Michael Holland lived; and that when said land was laid down by the surveyor, a great part of the aforesaid lot was taken away by a tract of patented land belonging to James Steele, not laid down, also by another tract of patented land belonging to Benjamin Craft." If you had looked at the plot then in your possession, and by which the commissioners sold this property, you would have been convinced that Mr. Stanford's memory had deceived him, as it appears by the plots made and returned since the sale, that this lot is not affected by any tract of patented land, but what appeared on the plot made use of by the commissioners. No further comment is necessary.

The ſale of lot No. 10 was vacated upon the depoſitions of Doctor Wheeland, who depoſed, "that this lot was declared to contain the lands held by a certain Levin Beſtpitch, by leaſes from the lord proprietor, which land, when laid out, in a great meaſure excluded him from the ſame, and that by Party certificate, ſaid to contain the quantity of three hundred and ſeventy-one and three quarters of an acre; and that when ſaid lands were ſurveyed by a certain Matthew Smith, deputy-ſurveyor, the aforeſaid lot No. 10, only contained one hundred and eighty-two acres, as by certificate, reference being had thereto, will more fully appear." That Doctor Wheeland, awho is a reſpectable character, has ſworn to facts ccording to the beſt of his recollection, I have not the ſmalleſt doubt; but all men are ſubject to the imperfections of memory, "and as the remembrance of things fail and go off, men are apt to entertain opinions in their ſtead." It appears by the ſale that a *part only* of the land held, under a leaſe or leaſes from the lord proprietor by Mr. Beſtpitch, was ſold with this lot, and that the *remainder* of the land held under leaſe by him was ſold in lot No 11. Therefore there was no ground for vacating the ſale of this lot.

I have before obſerved, that men were permitted to ſwear what it was impoſſible they could know to be true, and that purchaſers were ſworn for one another. Mr. Travers, who was a purchaſer, ſwore, "that Pritchet Willey (who was alſo a purchaſer) bought three lots in the town of Vienna which *he* (Mr. Willey) *fully expected* to lay in a quite different place from what they were laid off." Mr. Willey alſo ſwore, "that Mr. Travers bought three lots in the town of Vienna, which *were expected* to lay in a quite different place from what they were when they were laid off." Upon theſe two depoſitions the ſale of thoſe ſix lots was ſet aſide. It will readily occur to any thinking mind, that Mr. Travers could not poſſibly know what were the *conceptions* or *expectations* of Mr. Willey at the time he was bidding; nor could Mr. Willey know how Mr. Travers's lots, according to *his expectation*, were to lay. The thoughts of either were known to no mortal but himſelf; and I will venture to ſay, that it is more than probable that *neither* would have ſworn that he was deceived by any conduct of the commiſſioners. In the ſale of a few lots in a ſmall town on the premiſes, when the number of each lot, and the ſtreet on which it lay was particularly mentioned, no purchaſer could be deceived, unleſs he deceived himſelf.

According to your ſtate of the ſales made void, as delivered to the commiſſioners, only four of the purchaſers, at the firſt ſale, choſe to retain their purchaſes;* reſales were directed in every other inſtance. But there were other purchaſers who inſiſted on retaining their purchaſes under the firſt ſale, and do ſtill retain them †. There was no application on the part of either of thoſe purchaſers to be releaſed from his contract.

You vacated the ſale of lot No. 7, which was ſold for £. 1551 7, and of near twenty lots in the town of Vienna, amounting with the lot laſt mentioned to about one fourth of the ſales of the manor, without any teſtimony whatever that has yet been produced. If the evidence had been ſufficient to induce you to direct a reſale in the caſes where it was offered, it was certainly an unwarrantable ſtretch and abuſe of power to vacate ſales in caſes where no teſtimony was attempted to be produced. But all this, in the plenitude of your power, you undertook to do, and *affect* to be ſerious in your objections to the claim of commiſſion!

The circumſtances of this ſale, and the evidence upon which it was declared void by the intendant of the revenue, are now fully ſtated. The extracts which I have made are faithfully taken from the original papers lodged in the offices before mentioned, which are referred to for greater certainty, in caſe it ſhould be contended that there is any miſrepreſentation. No juſt opinion could be formed from the *depoſitions alone*, or any reaſoning upon them, without a knowledge of the facts and circumſtances now publiſhed. No commiſſion was charged on thoſe lots purchaſed by Mr. James Sullivan ‡ and Mr. Hollyday. To thoſe who will exerciſe their reaſon, and not ſuffer themſelves to be the dupes of ſophiſtry and miſrepreſentation, the right of the commiſſioners to a commiſſion on the ſale of the other lots muſt appear as clear as the ſun at noonday, when there is not a cloud to intervene. When demonſtration appears, all doubt muſt ceaſe.

You have urged, that as the lots purchaſed by Mr Hollyday did not lie as he ſuppoſed, that the other lots would be thrown into confuſion, and lie differently from what was ſuppoſed and declared; and that when a number of lots bind upon, and are connected with, each other; if a field which was ſaid to be contained in No. 1 ſhould fall in No. 2, &c.—that every lot will be deranged. Let fact be oppoſed to this argument; it will then appear that the premiſes are falſe; the arguments drawn from them are of courſe fallacious, and muſt fall to the ground. Neither of Mr. Hollyday's lots were ſuppoſed to contain a field, or any improvement which upon actual ſurvey fell into any other lot, nor were any of his lots ſo connected with other lots that their lines depended on the lines of his. There has been no diſpute about the lines of the lots purchaſed by him; nor has it been pretended that they interfered with the lines of any other lots. Their ſituation precluded all diſpute of this kind. Two of the lots purchaſed by him lie between different tracts of patented land. The other two are adjacent to patented tracts, and are bound by them, the out-line of the manor and Nanticoke river, and by three of the lines of No. 7, one of No. 9, and one of No. 10, which it has not been pretended were erroneous. It has been ſhewn from the depoſitions referred to, that no field or improvement was ſold or aſſerted to be contained in any particular lot which fell into a different one upon an actual ſurvey. From your intimations an inference may be drawn, that Mr. Hollyday would not have been releaſed had it not been by my deciſion, which depended on the man in whoſe caſe I was to decide. If you mean to inculcate this opinion, I muſt aſſert that it has no foundation in truth. Mr. Hollyday propoſed, as appears by his letter, to be releaſed from the purchaſe of three lots, and to retain the fourth. You had no objection to this, upon condition that he would account with the ſtate for a ſmall part of this lot which he had ſold. This he was willing to agree to, provided he could be reimburſed for the expences of ſurveying which he had been at. This you refuſed to do.——He urged that you had releaſed others ſimilarly circumſtanced without impoſing any condition.——You inſiſted on your firſt propoſition.—After ſome diverſity of ſentiment between you, the queſtion was aſked me, whether in my opinion you could releaſe him with propriety on any other terms? I did not anſwer the queſtion generally, but barely obſerved that, in my opinion, his caſe could not be diſtinguiſhed from that of others, whom you had releaſed. I cautiouſly avoided giving an opinion in a matter ſubmitted by law to your determination.

It has been inſiſted, that the commiſſioners are not entitled to the ſtipulated reward for this ſervice, becauſe the ſtate could derive no benefit from their conduct. This is begging the queſtion; but it is an admiſſion that they are entitled to the reward, if the ſtate could receive the benefit; i. e. if payment of the bonds taken for the property ſold, could be compelled without injuſtice to the purchaſer. This is the ground upon which a court of equity would conſider the ſubject. Now, Sir, if *this* proof was given to a chancellor, what would be his determination? Would he heſitate a moment? Can you ſuppoſe that he could be induced to believe that the complainants were ſerious in their application for relief? He would be convinced, that in the caſes where a commiſſion has been charged, no purchaſer had even the ſhadow of a right to be releaſed from his contract, or to claim relief in equity, and would decree accordingly. In a court of equity, favour and partiality are not the rules of deciſion. Conjecture is not indulged. The determinations are founded upon the immutable principles of juſtice and rules of equity, which are not to be moved by prayers or tears.

The capture of the Britiſh army at York, in October 1781, is mentioned as a circumſtance to give colour to the opinion, that the commiſſioners ought to have poſtponed the ſale of this manor until after a ſurvey could be made. This glorious event which filled the heart of *every honeſt whig* in the union with tranſports of joy, and gratitude to the Saviour of our country, and which was matter of humiliation and regret to thoſe who retained their *attachment to the old government*, and were ready to relinquiſh independence, and return to their obedience to the *mother country*, was rather an inducement to the commiſſioners to proceed to *complete* the ſales already begun, as directed by law, than to procraſtinate that buſineſs. As truſtees of the public, they thought it a duty to embrace the moſt favourable opportunities to ſell; and notwithſtanding this ſignal ſucceſs, the credit of the *red money*, for the redemption of which this property was pledged, was not eſtabliſhed. If the ſale of this manor had been poſtponed until after a ſurvey, which, on account of its low and ſwampy ſituation, could not have been made until late in the ſpring, when our bay was infeſted and threatened with pirates, we may juſtly conclude, that the amount of the ſale would have been greatly ſhort of the ſum for which it ſold ſhortly after our ſucceſs at York. Men who were oppoſed to the confiſcation of Britiſh property, and who were looking forward to a reſtitution of it after the return of peace, might probably have been tempted by this conſideration to delay the ſales.

To prove that my aſſertions are not true, that I have *ſtained my credit*, and that my diſpoſition delights in calumny, you have publiſhed what you call a *true* ſtate of the firſt and ſecond ſales. This, like your other *true* ſtates is full of blunders from beginning to end, and is a miſrepreſentation of fact. Whether it has proceeded from *blameleſs ignorance*, or from a propenſity to ſlander and defamation, I will not undertake to ſay. The following is a juſt ſtate of the different ſales of the manor, as appears by the commiſſioners books in your poſſeſſion:

Amount of firſt ſale,		£. 10,661	7 3
Deduct for purchaſes retained,	£. 1596 11 3		
—— for two lots purchaſed by J. Sullivane,	623		
—— for one do. purchaſed by H. M'Bryde,	176		
—— for three do. purchaſed by W. Morgan,	33		
		£. 2428	11 3
Amount of property ſold at the firſt ſale, and afterwards reſold,—remains—		£. 8232	16 0
From which deduct for lots purchaſed by Mr. Hollyday and Mr. Sullivane,		2682	0 4
Leaves the amount of the ſales excluſive of Mr. Hollyday's and Mr. Sullivane's purchaſes,		5950	15 8
Intereſt on that ſum from 22d January, 1782, to 25th July, 1785,		1241	12 9
The ſum juſtly due the ſtate when the ſales were vacated,		7193	8 5
Amount of the ſecond ſale,		7359	12 10
Deduct for lots ſold which were not ſold at the firſt ſale, £ 754 10; for 52¾ acres ſold at the ſecond ſale more than at the firſt, *average price*, £. 98 15 2,		853	5 2
Leaves the amount of the ſecond ſale including Mr. Hollyday's and Mr. Sullivane's purchaſes,	6506 7 8		
Deduct for their purchaſes, the amount at the ſecond ſale, according to your calculation ſix hundred and thirty-one pounds five ſhillings and ten pence leſs than at the firſt, being two thouſand eighty-two pounds and four pence,	£ 1650 14 6		
		£. 4855	13 2
From this ſum a ſmall deduction is to be made for compenſation for the uſe of the land, but the loſs will exceed £. 2000,		£. 2337	15 8

To this ſum may be added whatever the ſtate may loſe in the reſale of the lots purchaſed at the firſt ſale by Mr. Sullivane, Mr. M'Bryde and Mr. Morgan, which were vacated *without authority*. That there will be a loſs, whenever thoſe lots are reſold, is certain. The commiſſioners ſold no land which belonged to Mr. Steele or Mr. Becraft, or to any other perſon but the former proprietor of the manor. In this ſtate I have not been at the trouble to aſcertain the real difference between the ſale and reſale of the property purchaſed by Mr. Hollyday and Mr. Sullivane, but have taken your calculation, which is erroneous both in the quantities of acres and the prices of the different parts of this property, as ſold at the reſale. If rightly aſcertained, the difference would be leſs, and conſequently the loſs of the ſtate would be ſtill increaſed. This loſs is *certain*, not *imaginary*; and has been occaſioned by an unneceſſary precipitation in you, in determining a matter of importance to the public, upon an *ex parte* hearing, and upon the ſlighteſt teſtimony.

The other inſtances of reſales have been already particulariſed, and reaſons given to evince the right of the commiſſioners to a commiſſion on them. You have not anſwered my arguments, but have entered into a train of ſophiſtry founded upon a wilful miſrepreſentation of fact,—*neglect* in the commiſſioners. Your premiſes being falſe, your concluſion muſt be abſurd and unjuſt. It is admitted, that if thoſe purchaſers were ready and willing to give bonds with ſecurity, and the commiſſioners neglected to take them, that the claim to commiſſion would be unjuſt, and that the loſs which the ſtate has ſuſtained

* *Doctor Wheeland*, *Colonel Hooper*, *Mr. Shaw*, } retained. one lot on which he built,

The above purchaſers do not chooſe to relinquiſh their purchaſes on Nanticoke manor. The other purchaſers have, except Mr. Hollyday.

DAN. OF ST. THO. JENIFER, intendant.

N. B. Mr. Hollyday was afterwards releaſed, except for the purchaſe of one lot.

† John Henry, Eſq; purchaſed one lot in the town of Vienna; Mrs. Anne Records, four lots; Dr. Gordon, one lot; and George Bonwill, one lot, which he transferred to Dr. Wheeland.

‡ Dr. Sullivan did not purchaſe an acre.

by refales in cafes of fuch neglect might be juftly imputed to the commiffioners. But this charge of neglect has been proved to have no foundation in truth. It was made before the governor and council; but they were foon convinced that it was a fiction. Letters were produced from each individual purchafer at the firft fale, in which thofe very reafons were ftated, which I have before affigned, why bonds could not be obtained. And yet you want the candour and integrity to acknowledge this truth, and poffefs the baferefs and effrontery to affert, that bonds were not taken through the neglect of the commiffioners. You muft believe that the public are as weak and ignorant, as you are wicked and corrupt, if you expect that they can give credit to your affertions, contrary to fact, while they have fuch convincing proofs that you have very little compunction in afferting a falfehood, and as little fhame in being detected in it.

You have publifhed Mr. Hollyday's petition and my remonftrance to the general aflembly in 1784, to fhew, that in *our own opinions* we fhould not be entitled to a commiffion on the unbonded property, unlefs the *refales* fhould be made by the commiffioners; and affert, that "it was our requeft that we fhould have the *opportunity* of fecuring *a commiffion* by the refales." It is aftonifhing, that fuch an aflertion fhould be hazarded, or that fuch an inference fhould be drawn, when the whole tenor of the petition and remonftrance directly contradicts them. We both remonftrated *againft a fecond fale altogether*; and I ftated in the moft clear, explicit, and unequivocal language which I was capable of ufing, my right to commiffion on thofe fales. Thefe facts will appear by the following extract of my remonftrance: "Your "remonftrant flatters himfelf, that he has difcharged "his duty as a faithful truftee of the public, and "that he has ever, with unfhaken integrity, fteadily adhered to the true intereft of the ftate. And "under the circumftances he has had the honour to "premife, which are ftrictly true, and capable of "the cleareft demonftration, he conceives himfelf as "much entitled to a proportionate part of the com"miffion arifing on the unbonded fales, as any ci"tizen of the ftate is entitled to any property which "he has acquired under the fanction of law. He "appeals to the difpaffionate conideration of your "honours as to the juftice of the claim, and hopes "that that part of the faid report which directs a "*fecond fale of the unbonded property* may not be paffed "into a law, as the legiflature will thereby give "their *fiat* to deprive him of that which he appre"hends to be juftly due to him for fervices per"formed years ago" Hence it is evident, that my opinion was the fame in 1784 that it now is; nor was I under an apprehenfion of *lofing* the commiffion if that part of the refolve alluded to had been paffed into a law; and to remove all doubts, I have fubjoined the certificate of a gentleman of unqueftioned veracity:

"I was prefent when Mr. Duvall drew a memo"rial to the general aflembly, and which is pub"lifhed in this Gazette of the 30th November laft. "I well remember his opinion as to commiffion on "the unbonded fales, mentioned in the memorial, "to be the fame as declared in this publication.

"Jan. 3, 1787. BENJ. HARRISON."

We ſeldom ſee a man hardy enough to contend for a conſtruction different from the apparent meaning of the writer; but we find that the late intendant of the revenue is ſo hardened in iniquity, ſo "worn and hackneyed in the ways of men" that he will not heſitate perverſely to inſiſt, by a forced conſtruction, upon wreſting an implication contrary to the writer's plain expreſſion and meaning. That the commiſſioners intended and expected to finiſh the buſineſs of thoſe ſales is certain. But let me aſk, *how* was it to be finiſhed?—By taking bonds of the purchaſers, or by commencing ſuits againſt them. The diſcretionary power veſted in the intendant of the revenue to direct a reſale *in caſe of inability in the purchaſer to pay*, was not given by the reſolve alluded to, but was inſerted in the act, *by way of amendment*, long after the remonſtrance was preferred. Bonds were taken or ſuits commenced in all the caſes in controverſy, except the four following;—the company who purchaſed James's Park, colonel Adams, Mr. Long, and Mr. Vanhorn. The commiſſion which ariſe on the reſale of the property purchaſed by them, which you are pleaſed to call a *double* commiſſion, amounts to £. 177 1, from which may be deducted, according to your own mode of reaſoning, £. 56 6 4 for commiſſion on ſales which has not been charged, which will leave the ſum of £. 122 14 8. If you are ſerious in your objection to the commiſſion on reſales, you will acknowledge that this is the ſum in diſpute between us. In your firſt addreſs you contended that we were not entitled to a commiſſion on reſales; in your ſubſequent publications you deny our right to commiſſion in every inſtance where bond and ſecurity has not been taken, not only in caſes where ſuits have been commenced agreeable to law with your advice and direction, but even in caſes where judgments have been obtained. I ſhall leave you to reconcile theſe abſurdities. Impartial men will be apt to believe that you are a "thing of wire by others played," or that, if you have any opinion, it varies upon every *northern blaſt* which you receive. I cannot admit that any man who is an advocate for fair diſcuſſion will deny the right to commiſſion in caſes where ſuits have been commenced, unleſs the purchaſe ſhould be denied. In ſuch caſe it is incumbent on the commiſſioners to prove the ſale. I deny that you had any authority under the act to eſtabliſh funds, &c. to vacate the ſale of James's Park; and I alſo affirm that the other ſales were wrongfully vacated; and being ſo far finiſhed that no act remained to be done by the commiſſioners, their right to commiſſion was indiſputable. The purchaſe made by colonel Adams he was well able to pay; and it is a fact, that after his death his brother came to the weſtern ſhore to ſettle with the ſtate for the property, and take poſſeſſion of it, but the ſale had been vacated and the property reſold. Mr. Vanhorn did not pretend inability, but urged that a claim was ſet up to the property which he did not know of at the time he bought. The purchaſe made by Mr. Long was conſiderable, and it is a fact that he poſſeſſed ſome very valuable property adjacent to that purchaſed of the ſtate, which not only increaſed the quantity, but rendered the whole much more valuable. He had alſo a claim againſt the ſtate for damages done to his property by the Principio company, for which it is awarded that he ſhould receive £. 900, of which the ſtate are to pay eleven fifteenth parts, being their proportion of the property of that company. From theſe facts, which cannot be denied, it will appear that the ſale was wrongfully vacated, and that Mr Long was not unable to pay.

To juſtify your conduct you ſay, that Mr Waſhington and Mr. Hughes had bid for a conſiderable part of this property ſums of money not far ſhort of what it ſold for; and that upon Mr. Long's refuſing or neglecting to bond, the property ought to have been ſet up again; in which caſe, Mr Waſhington and Mr. Hughes would have bought and would have given bond for a ſum nearly equal to that which was bid by Mr Long. This is conjecture oppoſed to fact, and an opinion, the abſurdity of which has been already expoſed. Mr. Hughes bid only for a ſmall part of the property purchaſed by Mr Long, and I cannot learn that Mr. Waſhington bid at all. If this property had been reſold immediately on the ſpot, Mr. Long muſt have been excluded from bidding; *competition* would have been in a great meaſure deſtroyed, and a *certain* and heavy loſs muſt have enſued. The commiſſioners had no reaſon to doubt Mr. Long's ſolvency, and they could not foreſee that you would have it in your power to vacate the ſale.

The circumſtances attending the ſale and reſale of James's Park have been already ſtated to the public. The facts are not denied. To reconcile your conduct in directing the reſale you ſay, "Dr Way applied to purchaſe it, and ſaid he and company would give nearly as much as Ridgely and company had bid for it; and that I informed you that Mr. Paxſon, a partner with Dr. Way, would give as much for the property as had before been bid for it." I know nothing of Dr. Way's offer more than you have diſcloſed, but deny poſitively that I gave you the information which you aſſert. I informed you that, from a converſation with Mr Paxſon, I had reaſon to believe that Dr. Way would give a good price for the property. This you muſt perfectly recollect. But admitting your reaſons to be as alleged, your conduct has been weak and ridiculous to an extreme. Any man of common ſenſe would have adopted a certainty by ſelling the property to Dr. Way, and would not have hazarded the uncertainty of a ſale at auction under the diſadvantages of the different claims made to it. Whether the claims are well or ill founded upon ſuch an occaſion, is in a great meaſure immaterial. The bidder conſiders the expence and trouble of the law-ſuits which he muſt encounter, and will not eaſily be perſuaded to purchaſe upon any terms.

You have attributed the loſs on thoſe reſales to the commiſſioners, and aſſert, that the property was ſold without giving four weeks notice in the Baltimore news-papers agreeably to law, when you know that no law exiſted that required ſuch notice. A *reaſonable notice* as required by law was given, and the number of people who attended the ſale from different parts of the ſtate, and who were bidders for the property, will convince any rational being that the ſale was properly conducted. You would willingly attribute the ſum for which James's Park was reſold, to the manner in which the ſale was conducted, and becauſe the *competitors* were ſuffered to *combine*. But theſe are the peeviſh ſneers of old age, and are unworthy of notice. There were ſeveral bidders for this property beſides the two companies who are ſtyled by you *the competitors*, and a man muſt have very little diſcernment or penetration not to diſcover that the loſſes which have been occaſioned by thoſe reſales, have proceeded from the weak, imprudent and arbitrary exerciſe of powers, which, unfortunately for the citizens of Maryland, were veſted in you.

[*To be continued.*]

Jan. 3, 1787. G. DUVALL.

CADIZ, *Auguſt* 23.

WE have accounts from Algiers, that during the laſt month a conſpiracy was formed againſt the life of the Dey, whoſe cruel and deſpotic character has exited the hatred of the Algerines; the plot was however diſcovered before it could be put into execution, and moſt of the conſpirators, to the number of twelve, were taken up, and confined in a dark dungeon; eight of them were immediately executed; the other four, though condemned to the ſame puniſhment, were not put to death at the ſame time, but kept, as it was ſuppoſed, to ſee if the torture could extract any diſcovery from them; but it is likely they remained firm, as they were executed ſoon after their accomplices. Some imagine that this ſeverity will extinguiſh this conſpiracy; but let it be remembered, that a tyrant has as many enemies as he has ſubjects; and it is not very poſſible that the Dey of Algiers can extirpate all his people; and not very likely that he will amend his mode of governing them, it ſeems probable that a revolution is in embryo that may prove fatal to him.

PARIS, *September* 22.

The attention of the people of this capital, is fixed on the troubles of Holland; and we are perſuaded here, that the king of Pruſſia will not engage in this affair which is foreign to him.

The wife of Charles Carome, formerly a grenadier, and now a labouring man at Dampiere, in the dioceſe Auxarre, was on the 25th and 26th of June, brought to bed of four children, all alive at this moment; they were each of them 14 inches long when born; the mother ſuckles two of them, and the two others are out at nurſe. It was ſeven years ſince this woman had borne any children, and in a week after her delivery, ſhe attended the market of St. Amand.

LONDON, *September* 14.

A ſtrange circumſtance happened laſt Thurſday at Drury Lane theatre, when the Royal family were there preſent. It was literally as follows: A boy among the crowd, making up to the door, put into the hand of the ſerjeant of the guard a written paper or letter, purporting that the king's life would be in danger on his return from the theatre. The ſerjeant inſtantly delivered the paper to his officer, the officer to the lord in waiting, and his lordſhip to the king. His majeſty with the utmoſt compoſure, read the contents, burſt into laughter, and with the utmoſt ſeeming diſregard, gave it back to the lord in waiting, who returned it to the officer, who deliberately placed it in his waiſtcoat pocket; and thus ended the notice that had been taken of this ridiculous and contemptible deſign, if indeed there was any deſign at all in this buſineſs.

Extract of a letter from Naples, September 20,

"Our government has a long time had it in contemplation to put the navy on a reſpectable footing, which is become the more neceſſary on account of ſimilar exertions that are making by the powers around. An inſpector general has been appointed for this purpoſe, who is to viſit the dock yards every year. Mr. Freeman, an Engliſh gentleman is made the builder at Bologne, and Mons. Vianette, of the French nation, is appointed to the ſame poſt at Daney; at both which places there are building large men of war."

Oct. 3. By letters from Turin, dated Sept 25, we learn, that ſome extraordinary demands have been made by the Spaniſh miniſter at that court, reſpecting the revival of a claim upon part of the dukedom of Savoy; that theſe pretenſions had been ſtrongly ſupported by the Imperial and French ambaſſadors.

Advices from Gibraltar by the Sphinx frigate, juſt arrived expreſs, ſay, they have had a Portugueſe line of battle ſhip, accompanied by two frigates, cruiſing about there for ſome time paſt: that a few days ago they chaſed an Algerine into Gibraltar, which made ſeveral attempts to get away, but without effect: that on the third inſtant, when the Algerine got out of the bay, one of the Portugueſe frigates chaſed and fired ſeveral ſhot at her, which killed two of the men. The Algerine then run in at the back of the rock, and the Portugueſe continued to fire at her every five minutes, on which the Algerines abandoned their veſſel and the Portugueſe ſet fire to and burnt her.

Extract of a letter from Harwich, September 25.

"We now learn ſomewhat of the damage done by the late ſtorms in Holland; 26 ſail of veſſels are totally loſt in the Zuyder ſea, whence they report the weather to have been the moſt tempeſtuous ever known: ſome miſchiefs have alſo been done at the Texel, and at the iſland Uliè, a tract of land upwards of 70 acres is entirely waſhed away, into the ſea, with a number of cattle."

Extract of a letter from Mr. Lunardy, dated Newcaſtle upon Tyne, September 20.

"Dear Sir,

"As bad news is generally conveyed with more velocity than good, and perhaps with enlargements, I will therefore inform you of the real truth

"There is no poſſibility of preventing that immenſe croud, which is generally round the ballon when it is filling; nor the activity of gentlemen too willing to give their aſſiſtance, and too officious about a ſubject ſo new to them.

"My balloon was about one third full, and a great many gentlemen were holding it by the netting when I went to pour into the ciſtern the reſt of the oil of vitriol deſtined for that purpoſe; this having cauſed a ſtrong effervescence, generated inflammable air with ſuch rapidity that ſome of it eſcaped from two different parts at the lower end of the apparatus, and ſpread among the feet of ſeveral gentlemen who were holding the balloon, and who were ſo alarmed, that leaving it at liberty, they ran from the ſpot. The balloon now roſe with great velocity, and carrying up with it a gentleman of this town, twenty two years of age.

"This unhappy victim held a ſtrong rope (which was faſtened to the crown of the balloon, and was to have been the cable of my big anchor) and could not diſengage himſelf when the other gentlemen fled; he was of courſe elevated the height of St. Paul's cupola, when the balloon turned downward, the crown divided from it, and the unfortunate gentleman fell to the ground.

"He did not expire immediately, having fallen upon very ſoft ground; he ſpoke for ſome time to his unhappy parents, and to the ſurgeons who came to aſſiſt him; but his internal veſſels being broken, he died about an hour and an half after the fall.

"Before this unhappy accident, I had taken notice of the young gentleman, and twice entwined the fatal rope from his hand, brought him to leave it looſe, and give free expanſion to the balloon, which was now filling apace. But I think it was his deſtiny, and his appointed hour was come—

"I can write no more, I am ſo affected by the loſs of this unfortunate young man that my frame is entirely diſcompoſed. I never ſuffered ſo much ſince I was born. Adieu

VINCENT LUNARDI."

ALBANY, *November* 30.

A letter from Detroit to a gentleman in Schenectady mentions the death of that noted Indian partizan, Colonel Joseph Brandt, chief ſachem and head warrior of the Mohawk tribe of Indians.—He is ſaid to have been on his way from Niagara to Ohio, at the head of 60 warriors of the Six Nations, in order to hold a council with the ſouthern Indians, and to have fallen in a rencountre with general Clarke. The death of this chief will, no doubt, greatly damp that ſpirit for war, which has lately prevailed throughout the Indian country.

A recent addreſs, from the inhabitants of Wyoming, to the people at large of the commonwealth of Pennſylvania, (ſigned by general Ethan Allen, and two of the principal inhabitants of that ſettlement) ſetting forth their prior right to the ſoil, in a ſuccinct ſtatement of their title, and outlines of their hiſtory, plainly evinces, that this diſpute is far from being amicably ſettled, as has been aſſerted; but, on the contrary, it is greatly to be feared, will yet be productive of ſerious conſequences.

PHILADELPHIA, *December* 22.

Captain Small arrived at Portland, (Maſſachuſetts) from St. Croix, on the 24th ult. brings the news, that a few days before he ſailed, a veſſel arrived there from Port-au Prince in five days, which gave an account of its being ſunk by an earthquake about the 10th of October, and that it is judged 1700 ſouls were loſt.

A moſt violent gale of wind did great damage in the Iſland of Jamaica, about the middle of October laſt—The canes in general in ſome pariſhes have ſuffered very much—The plantain walks are all deſtroyed, and many of the buildings unſhingled, and much injured---many eſtates and works in Hanover and Weſtmoreland are totally deſtroyed—At Lucea, the officers houſes at the fort is totally diſmantled, with other houſes unrooted and blown down.—At Savanna la Mar, all the ſmall craft are on ſhore, and the town has ſuffered a good deal—Proviſions of every kind, as well as the canes in the internal parts of the pariſh of St. Eliſabeth are totally deſtroyed—At Kingſton and Port-Royal, many veſſels have been drove on ſhore, with the loſs of their maſts, &c.

On the 29th ult. a ſmall ſhock of an earthquake was ſenſibly felt in the town of Boſton.

The ſhip Apollo, Abſalom Young, maſter, bound from Breſt to New-York, on the 4th inſt. in a levere gale, ran on the ſhoals near the Light Houſe, bilged, and immediately ſunk. There were 18 paſſengers on board beſides the crew, who are ſuppoſed th have periſhed, except two ſeamen, who by getting on ſome ſpars, ſaved their lives by reaching the ſhore.

The late exceſſive cold weather froze the river at Middletown (Connecticut) ſo ſuddenly, that within 24 hours after boats paſſed it, people croſſed it on the ice with ſlights. In Hartford the degree of cold was greater than has been known at this ſeaſon of the year. Tueſday the 28th of November, Fahrenheit's thermometer through the whole day ſtood at 10 deg.

We are told that the river from Albany as low as Red-Hook, is entirely cloſe, having been croſſed on the ice at ſeveral places with ſlights.

By a letter from Boſton we are informed that the affairs of that ſtate are in a fair way to be reſtored to their former tranquillity, and that three of the capital ringleaders, Shattuck, Parker, and Page, were taken, who were at Concord, on their way to Cambridge, with a party of men, to ſtop the ſitting of the court. Shattuck is ſeverely wounded; he and the other two are in Boſton gaol.

SAVANNAH, *November* 9.

We are informed by a correſpondent from Auguſta, that a full meeting of the merchants of that town was held at the coffee-houſe there on the firſt inſtant, when reſolutions were unanimouſly entered into to give the moſt ample credit to the paper medium. This is hoped will be a prelude to ſimilar acts of concurrence with the voice of the aſſembly in every trading part of the ſtate.

ANNAPOLIS, *January* 4.

The following extract of a letter is inſerted at the preſſing requeſt of a correſpondent:

"I have ſtrong hopes that our ſenate will ſtand firm againſt the money bill—the threat of diſbanding and of appealing to the people, ought to be ſpurned with contempt—The ſenate have nothing to fear—Almoſt every rational diſintereſted man of my acquaintance looks up to them on this great occaſion—if they act with becoming ſpirit, and exhibit to the public view that patriotic zeal for the general good which we believe they poſſeſs, the friends of public virtue will ſtep forth and exert their influence to ſupport them."

Calvert county, December 26, 1786.

Public Sale.

To be SOLD, by the ſubſcriber, on Monday the 15th of January next, if fair, if not the next fair day, at the plantation of Mr. William Johnſon, near Lyon's creek, for tobacco,

SEVERAL valuable country born ſlaves, conſiſting of men, women, a boy and girl. Credit will be given, on bond with approved ſecurity.

HENRY HUNTT.

1

December 20, 1786.

To be SOLD, on Thurſday the 11th day of January next, for cash,

ALL that moiety or half part of a lot of ground, in the city of Annapolis, formerly occupied by the widow Brice, which ſaid lot is diſtinguiſhed by the number ſeventy, with the buildings and improvements thereon. The ſale to be at Mr. Mills's coffee houſe, and to begin at 12 o'clock. Poſſeſſion will be given immediately after the ſale.

2X B. OGLE.

Annapolis, January 1, 1787.

ALL perſons indebted to the eſtate of colonel William Hyde, late of this city, deceaſed, are requeſted to make immediate payments; as there are ballances remaining in the hands of ſeveral of the late ſheriffs, in order that it may be more convenient to thoſe on the eaſtern ſhore, the ſubſcriber will authoriſe ſome perſon to receive the ſums due from them at the general court in April next, when it is hoped they will pay; thoſe on this ſide the bay are requeſted to make payment to the ſubſcriber; thoſe who have claims againſt the ſaid eſtate are deſired to bring them in legally proved, to

WILLIAM GOLDSMITH, adminiſtrator of William Hyde.

N. B. Colonel Hyde in his life-time lent ſeveral books and other things which have not been returned, and as ſome of the books were borrowed by colonel Hyde, I ſhould be much obliged to thoſe who have them to return them to me,

1 W. G.

January 3, 1787.

THE ſubſcribers do hereby forewarn all perſons whatever, without diſcrimination, from hunting with dog or gun on either of the farms called Greenbury's-point, or Beamon's fort, now in their poſſeſſion.

1 WILLIAM CAMPBELL, ZACHARIAH DUVALL.

Annapolis, January 1, 1787.

BRILLIANT,

IS now in fine order, and for ſale, his pedigree the beſt, his merits on the turf with that of his ſtock (as far as they have been tried) equal to any horſes in the ſtate of Maryland.

If Brilliant is not ſold by the 15th of February next, he will cover mares the enſuing ſeaſon in Queen-Anne's county, at three guineas the mare, where there will be good paſturage at the uſual price; thoſe gentlemen who favour Brilliant with their mares from the weſtern ſhore ſhall not be chargeable with the expence of croſſing and recroſſing the bay, and may be aſſured that every care and attention to and from the other ſhore ſhall be paid to thoſe addreſſed to the ſubſcriber, in Annapolis. Apply for terms of ſale to Robert Wright, Eſq; of Cheſter-town, Kent county, or the ſubſcriber.

1 JAMES RINGGOLD.

January 2, 1787.

RAN away from the ſubſcriber, in Annapolis, on the 27th of December, 1786, William Heron, an indented ſervant, born in the north of Ireland, a ſtaymaker by trade, he is a ſhort ſpare man, about twenty-four or twenty-five years of age, of a dark complexion, with ſhort black hair, which curls, has a round flat face, and a long chin, can put on a ſhamed face whenever it ſuits him, which he commonly does when ſober and among ſtrangers, is very much addicted to liquor, and when drunk tells a long ſtory about his having been on board of an Engliſh man of war, during the late conteſt; he has been about ſix months in the country; had on when he went away, a round felt hat, a ſhort purple coat ſomewhat faded, with white flat buttons, and welts at the pockets inſtead of flaps, a red flannel waiſtcoat, which is ſeldom ſeen as he keeps his coat buttoned, a ſtriped holland ſhirt, and a red ſpeckled handkerchief about his neck, a pair of dark knapt cloth breeches with black horn buttons, and tied at the knees with white ſtrings, light coloured worſted ſtockings, and a pair of round flat braſs buckles in his ſhoes; he ſtole from me a parcel of ſtay-goods and ſome tools; from what I can learn he will make for Baltimore or Alexandria. Whoever takes up the ſaid man and brings him to me ſhall receive eight dollars reward, and reaſonable charges, paid by

1 VACHEL YATES.

December 18, 1786.

To be SOLD, at public vendue, on the 9th day of January, at the late dwelling of Thomas Watkins, late of Anne-Arundel county, deceaſed,

SUNDRY valuable negroes, ſtock, and houſehold furniture. The terms will be made known on the day of ſale.

ELIZABETH WATKINS, adminiſtratrix.

N. B. The creditors are deſired to meet at 9 o'clock, in order to make their claims known. 2X E. W.

For Havre-de-Grace and London,

The Ship WASHINGTON,

Captain WILLIAM CHAPMAN.

SHE is a remarkable faſt ſailing veſſel, and has excellent accommodations for paſſengers, and will ſail by the 14th of next month. For freight or paſſage apply to captain Chapman, on board, or to Meſſieurs Wallace and Muir.

Annapolis, December 7, 1786. 4X

Frederick county, Maryland.

TO BE SOLD,

ABOUT three thouſand acres of land, ſituated on Little and Middle Bennett's-Creek, on the road from Frederick-town to George-town, ten miles from the former, and thirty from the latter; the land will be laid off in lots of unequal quantities; thoſe inclining to purchaſe, may be acquainted with the terms (which will be eaſy) on applying to Mr. Phil. Griffith, living near the place, Mr. James Ringgold, Annapolis, or Mr. John Bordley, Kent county, Maryland; the land is all well watered, has a large quantity of bottom finely adapted to meadow, and well calculated for farming and planting.

Property in or near Annapolis or Cheſter-town, will be taken in exchange. 2

To the PUBLIC.

IMPRESSED with a ſenſe of duty to the *Almighty* as well as compaſſion to my fellow creatures, and gratitude to *Doctor Tyler*, I am bound to offer the following happy and remarkable caſe of my own.

I, the ſubſcriber, of Frederick-Town, Maryland, aged ſixty one years, doth hereby certify, that after being entirely deprived of my eye ſight for near ſix years, it is now reſtored by an operation performed by Doctor Tyler of this town, who has ſince operated on two of my acquaintance with great ſucceſs.

As witneſs my hand,

3X FREDERICK BAKER.

Frederick-town November 20, 1786.

FIVE POUNDS REWARD.

Upper Marlborough, Prince-George's county, September 12, 1786.

RAN away from the ſubſcriber, on the 4th of June, a negro man named CHARLES, twenty-five years of age, a ſhort thick fellow, about five feet ſix inches high, has a ſhort flat noſe, a very buſhy head of hair, thick lips, with a lump on the upper one, he is a handy fellow, and works well at the whip-ſaw; had on when he went away his common working dreſs; I have reaſons to believe he has other cloaths with him, but cannot particularly deſcribe them, therefore he probably may change his apparel. As I purchaſed him of Notley Young, Eſq; on Patowmack, I apprehend he is lurking about in that neighbourhood. Whoever takes up and ſecures the ſaid fellow, ſo that his maſter may get him again, ſhall receive if above ten miles from home thirty ſhillings, if out of the county forty ſhillings, and if out of the ſtate the above reward, including what the law allows, paid by

9 WILLIAM BOWIE, 3d.

November 5, 1786.

THE ſubſcribers, being the only ſurviving truſtees for the charity-ſchool, and the ſeveral tracts of land thereto belonging, in Talbot county, give notice, that they intend to apply to the next general aſſembly, for leave to veſt in the commiſſioners of the poor-houſe of the ſame county, the value of the ſaid charity-ſchool, and of the lands above mentioned.

5 MATTHEW TILGHMAN, JOHN GORDON.

November 16, 1786.

By the COMMITTEE of GRIEVANCES and COURTS of JUSTICE,

NOTICE is hereby given, that the committee of grievances and courts of juſtice will ſet every day, during the preſent ſeſſion, from nine o'clock in the morning until three in the afternoon.

By order,

5 JOHN GASSAWAY, clk.

December 12, 1786.

THERE is at the plantation of Thomas Pack, living near the Sugarlands, a ſtray bay MARE, ſix years old, fourteen hands high, branded on the near ſhoulder IS, ſhe has a black ſpot on the near ſhoulder, appears to be rubbed with the geers, ſome white hairs on her back and in her forehead. The owner may have her again, on proving property and paying charges.

2

October 18, 1786.

Wanted immediately,

As an overſeer, 7

A MAN that is well acquainted with the management of a number of negroes, and underſtands farming; none need apply that cannot be well recommended; with or without a family will be immaterial; good encouragement will be given to a man that underſtands his buſineſs. Inquire of the Printers.

TEN POUNDS REWARD.

November 24, 1786.

STOLEN out of my paſture, on July 24 laſt, at night, a black HORSE, about 13 hands two or three inches high, nine years old, has a ſtar in his forehead, his jaws much cut with the bridle bit, a natural pacer, trots up hill or in heavy ground, is neither docked nor branded, ſtrong made; he was ſome time ago at Mr. Thomas Balding's, but Mr. Balding ſays he was ſtolen out of his paſture. Whoever brings ſaid horſe to me, living near Bladenſburgh, and makes the thief known, or who has made way with him, or gives intelligence ſo as I get him again, ſhall be entitled the above reward upon conviction, or ſix dollars for the horſe only, paid by me

2 GERARD BOARMAN.

July 14, 1786.

COMMITTED to my cuſtody as a runaway, a luſty, well ſet negro man who ſays his name is WILLIS, and that he is a houſe carpenter, appears to be about thirty years of age, ſays he belongs to Jeremiah Brown, who lived in Harford county, North-Carolina, but has removed into Mecklenburg county, in Virginia. His maſter is deſired to come and take him away and pay charges, by the 9th of January next, or he will then be ſold, at Mr. George Mann's tavern, in Annapolis, at three o'clock, for his priſon fees.

2X DAVID STEUART, ſheriff of Anne-Arundel county

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